

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/30/2007

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chevys Restaurants, LLC		05/05/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

## RECEIVING PARTY DATA

Name:	CALMEX, Inc.
Street Address:	801 Tenth Street
Internal Address:	Suite 1
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95354
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2248206	FUZIO
Registration Number:	2926320	FUZIO
Registration Number:	2601239	FUZIO FIRECRACKER PORK FUSILLI
Registration Number:	2404991	FUZIO UNIVERSAL PASTA
Registration Number:	2409717	FUZIO UNIVERSAL PASTA
Registration Number:	2300529	FUZIOTINI
Registration Number:	2375706	UNIVERSAL MARTINIS
Registration Number:	2496482	UNIVERSAL PASTA

## CORRESPONDENCE DATA

Fax Number: (510)451-1527

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

TRADEMARK

REEL: 003631 FRAME: 0480

900088267

OP \$215.00 2248206

Phone: 510 451 3300  
Email: mtrice@fablaw.com  
Correspondent Name: Mary Beth Trice  
Address Line 1: 1221 Broadway  
Address Line 2: 21st Floor  
Address Line 4: Oakland, CALIFORNIA 94612

ATTORNEY DOCKET NUMBER:	931124423
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NAME OF SUBMITTER:	Mary Beth Trice
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Signature:	/mary beth trice/
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Date:	10/01/2007
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Total Attachments: 8  
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**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (the "**Assignment**") made and entered into this 30<sup>th</sup> day of April 2007, by and between Chevys Restaurants, LLC, a Delaware limited liability company ("**CRLLC**"), and CALMEX, INC., a California corporation ("**CALMEX**").

**BACKGROUND**

A. CALMEX and CRLLC are parties to that certain Agreement dated as of March 22, 2007 (as the same may be amended, supplemented or modified from time to time, the "**Agreement**").

B. In accordance with the Agreement, CRLLC has agreed to assign to CALMEX all of CRLLC's right, title and interest in and to the intellectual property set forth on Schedule A hereto (the "**Intellectual Property**").

C. CRLLC and CALMEX desire to enter into this Assignment in order to effectuate the foregoing assignment and assumption.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby CRLLC and CALMEX agree as follows:

1. **Assignment.** Effective as of Closing, CRLLC hereby sells, assigns, transfers and delivers to CALMEX all of CRLLC's right, title and interest that CRLLC has or may have, either now or in the future, in and to the Intellectual Property, together with the goodwill of the business which is symbolized by the Intellectual Property and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof (if any).

2. **Assumption.** Effective as of Closing, CALMEX hereby accepts the foregoing assignment.

3. **Binding Effect.** This Assignment shall inure to the benefit of CALMEX and its successors and assigns and shall be binding upon CRLLC and its successors and assigns.

4. **Conflicts.** This Assignment is subject in all events to the terms and conditions of the Agreement and all such terms and conditions are incorporated herein by this reference. In the event of a conflict or inconsistency between this Assignment and the Agreement, the terms of the Agreement shall prevail.

5. **Governing Law.** Except to the extent preempted by federal law, this Assignment shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to its conflict of law doctrines.

6. **Counterparts; Facsimile Signature Pages.** This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. Facsimile signatures to this Assignment will have the same legal effect as manual signatures.

*[signature page follows]*

Chevys Restaurants, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, CRLLC and CALMEX have executed this Assignment as of the date first above written.

Chevys Restaurants LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALMEX, INC.

By: J. Allen Beebe  
Name: J. Allen Beebe  
Title: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On \_\_\_\_\_ before me, Steve Tanner, Chief Financial Officer of  
Chevys Restaurants, LLC, personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
personally known to me or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On APRIL 25, 2007 before me, JANNETTE R. ASSALI, Notary  
personally appeared, **J. Allen Beebe, President of CALMEX, INC.**, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



Jannette R. Assali

(Seal)





Schedule A**SCHEDULE OF FUZIO TRADEMARKS**

MARK	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	CLASS/GOODS OR SERVICES
FUZIO	30-Jun-1997	Reg. No. 2,248,206	25-May-1999	43 - restaurant services
FUZIO & Design 	17-Apr-2003	2,926,320	15-Feb-2005	43 - restaurant services
FUZIO FIRECRACKER PORK FUSILLI	27-Jul-2001	2,601,239	30-Jul-2002	30 - prepared entrée consisting primarily of pasta with pork
FUZIO UNIVERSAL PASTA	30-Jun-1997	2,404,991	21-Nov-2000	43 - restaurant services
FUZIO UNIVERSAL PASTA & Design  1	30-Jun-1997	2,409,717	05-Dec-2000	43 - restaurant services
FUZOTINI	14-Oct-1997	2,300,529	14-Dec-1999	33-wines, spirits and liqueurs
UNIVERSAL MARTINIS	14-Oct-1997	2,375,706	08-Aug-2000	33-wines, spirits and liqueurs
UNIVERSAL PASTA	29-Apr-1997	2,496,482	09-Oct-2001	43-restaurant services

<sup>1</sup> Registration Number 2,409,717 (the "Mark") is the subject of that certain Post Registration Office Action of the United States Patent and Trademark Office ("USPTO") dated April 6, 2007 (the "PROA") regarding (1) the specimen submitted in connection with the renewal of the registration of the Mark and (2) the assignment of the Mark from Katmandu Creations to CRLCC. In response to the PROA, CRLCC, pursuant to the advice of the USPTO Affidavit/renewal examiner overseeing this matter (the "Examiner"), plans to resubmit the specimen in question and submit the assignment documents related to the assignment of the Mark from Katmandu Creations to CRLCC for review by such Examiner. According to the Examiner, these submissions should be sufficient to fully resolve the issues raised by the USPTO in the PROA.

**SCHEDULE OF FUZIO DOMAIN NAMES**

**Fuzio.com**